

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES DEPARTMENT OF
AGRICULTURE

(Farm Service Agency)

Plaintiff

V.

JOSE ANTONIO CARRASQUILLO
RODRIGUEZ T/C/C JOSE A.
CARRASQUILLO RODRIGUEZ,
JACQUELINE ORTIZ MORALES AND THE
CONJUGAL PARTNERSHIP
CONSTITUTED BETWEEN THEM; JOHN
DOE and RICHARD ROE AS POSSIBLE
UNKNOWN HOLDERS OF THE LOST
MORTGAGE NOTES

Defendants

CIVIL NO.

Cancellation of Mortgage Notes

COMPLAINT

Comes now plaintiff, United States Department of Agriculture-Farm Service Agency (USDA), through the undersigned attorney, who respectfully alleges as follows:

1. Jurisdiction of this case is based on 28 USC §1345, since the United States is the plaintiff of this action.
2. Plaintiff, through the Farm Service Agency, is an agency of the United States of America, organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq.

3. José Antonio Carrasquillo Rodríguez, Jacqueline Ortiz Morales and the conjugal partnership constituted between them (the clients) are hereby included as defendants as interested parties and or possible holders of the mortgage notes object of this case.
4. John Doe and Richard Roe are hereby included as unknown defendants, as possible holders of the mortgage notes.
5. On February 8, 1979, the clients also received from plaintiff a loan in the amount of **\$102,830.00**, with an interest rate of 8½%, per annum. In evidence of the money lent, the clients executed in favor of the plaintiff a promissory note for said amount.
6. To secure the payment of said promissory note, a mortgage was constituted in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, as per Deed number 23, executed on February 8, 1979. The mortgage is duly recorded at the corresponding Property Registry.
7. Said mortgage loan was modified on several occasions. On March 18, 1994, a modification was executed for \$213,864.70, through deed #17, which affected property #5,804. Later, on July 24, 1999, a modification was executed for \$245,416.06, through deed #78, which affected property #1,277.
8. On February 8, 1979, the clients received from plaintiff a loan in the amount of **\$37,230.00**, with an interest rate of 8½% per annum. In evidence of the money lent, the clients executed in favor of the plaintiff a promissory note for said amount.
9. To secure the payment of said promissory note, a mortgage was constituted in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, as per Deed number 24, executed on February 8, 1979. The mortgage is duly recorded at the corresponding Property Registry.

10. Said mortgage loan was modified on several occasions. On March 18, 1994, a modification was executed for \$52,592.60, through deed #18, which affected property 1,277, described below. Later, on February 28, 1997, another modification was executed for \$99,428.14, through deed #12, which affected property #5,804, described below. Said deed was clarified through deed #78, executed on July 24, 1999.
11. On November 30, 1982, the clients also received from plaintiff a loan in the amount of **\$8,500.00**, with an interest rate of 11 ½%, per annum. In evidence of the money lent, the clients executed in favor of the plaintiff a promissory note for said amount.
12. To secure the payment of said promissory note, a mortgage was constituted in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, as per Deed number 59, executed on November 30, 1982. The mortgage is duly recorded at the corresponding Property Registry.
13. Said mortgage loan was modified on several occasions. On March 18, 1994, a modification was executed for \$6,470.74, through deed #19, which affected property #1,277. Later, On May 9, 1985, a modification was executed for \$10,797.49, through deed #49, which affected property #5,804.
14. On March 18, 1994, the clients also received from plaintiff a loan in the amount of **\$9,168.59**, with an interest rate of 5 %, per annum. In evidence of the money lent, the clients executed in favor of the plaintiff a promissory note for said amount.
15. To secure the payment of said promissory note, a mortgage was constituted in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, as per Deed number 20, executed on March 18, 1994. The mortgage is duly recorded at the corresponding Property Registry.

16. On March 18, 1994, the clients also received from plaintiff a loan in the amount of **\$24,000.00**, with an interest rate of 5.25 %, per annum. In evidence of the money lent, the clients executed in favor of the plaintiff a promissory note for said amount.
17. To secure the payment of said promissory note, a mortgage was constituted in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, as per Deed number 22, executed on March 18, 1994. The mortgage is duly recorded at the corresponding Property Registry.
18. The mortgages above-mentioned encumber the following properties:
 - A. RÚSTICA: Predio de terreno ubicado en el Barrio Guayabota del término municipal de Yabucoa, Puerto Rico, con una cabida superficial de 136.9335 cuerdas, equivalente a 538,202.74 metros cuadrados, en lindes por el NORTE, con Sucesión de Pedro Gómez, José Laboy y María Justina Martínez; por el SUR, con María Nicolasa Arroyo, Francisco Ruiz y Ernesto Ruiz Ruiz; por el ESTE, con María Nicolasa Arroyo; Vicente Vargas; Félix y José María Arroyo; y por el OESTE, con Isabel y Francisco Félix. Es el remanente de esta finca luego de descontada la segregación de 7,650.68 metros cuadrados (finca 16,088), según consta de la escritura número 45, otorgada en Yabucoa, Puerto Rico, el día 5 de abril de 1986, ante el notario Reinaldo De León Martínez, e inscrita al folio 60 del tomo 252 de Yabucoa, finca número 1,277, inscripción 24ta., y última.

FINCA NUM. 1,277, inscrita al folio 105 del tomo 27 de Yabucoa. Registro de la Propiedad de Puerto Rico, Sección de Humacao.
 - B. URBANA: Solar que marca con el número 1 del Bloque F de la Urbanización Reparto Los Ángeles propiedad de Easterland Development, Inc., sita en Yabucoa, Puerto Rico, con una cabida superficial de 347.3763 metros cuadrados, y en lindes por el NORESTE, en una distancia de 11.69 metros con la calle C; por el NOROESTE, en una distancia de 23.26 metros con el solar 2; en el ESTE, en una distancia de 4.56 metros con la calle C y D; por el SURESTE, en una distancia de 19.61 metros con la calle D; y por el SUROESTE, en una distancia de 11.81 metros con Don Alfonso Ortíz. Esta es la descripción luego de mensura realizada por el Agrimensor José Manuel Benítez Medina, número de licencia 8588, según consta de la escritura número 16, otorgada en Yabucoa, Puerto Rico, el día 27 de mayo de 2019, ante el notario Saturnino Martínez Toro, e inscrita al tomo Karibe de Yabucoa, finca número 5,804, inscripción 12ma. y última.

FINCA Número 5,804, inscrita al folio 107 del tomo 117 de Yabucoa. Registro de la Propiedad de Puerto Rico, Sección de Humacao.

19. The referred mortgage loans were paid in full as part of the benefits provided by the *Inflation Reduction Act of 2022*. However, the promissory notes representing the debts were lost been in possession of plaintiff, who has made a due and diligent search but the notes have not been located.
20. Accordingly, the properties owned by the clients are still affected by the mortgages above-mentioned because the notes cannot be cancelled.

WHEREFORE, plaintiff prays that this Honorable Court issue an order directed to the Property Registry to the cancel the mortgages mentioned above, that affect properties 1,277 and 5,805.in

In San Juan, Puerto Rico, this 8th day of November 2024.

/s/ Juan C. Fortuño Fas
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